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RECORDATION NO. \_\_\_\_\_ FILED 1425

OCT 13 1989 -3 15 PM  
INTERSTATE COMMERCE COMMISSION

TELECOPIER

(301) 659-9482  
(301) 385-5119  
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October 11, 1989

Secretary of the Interstate  
Commerce Commission  
12th Street and Constitution  
Avenue, N.W.  
Washington, D.C. 20423  
Attn: Mildred Lee, Suite 2303

16573  
RECORDATION NO. \_\_\_\_\_ FILED 1425 9--286A0417

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INTERSTATE COMMERCE COMMISSION

Dear Secretary:

I have enclosed an original and one copy of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

One document is a Security Agreement, a primary document, dated October 10, 1989. The other document is a Three Party Assignment And Security Agreement dated October 10, 1989, a secondary document, connected to the primary document described above.

The names and addresses of the parties to the primary document, the Security Agreement, are as follows:

Secured Party: Marvin H. Weiner  
#3 Hill Street at Prospect Road  
Mt. Airy, Maryland 21771-0417

Debtor: Cryo-Trans, Inc.  
#3 Hill Street at Prospect Road  
Mt. Airy, Maryland 21771-0417  
Attn: Marvin H. Weiner

The names and addresses of the parties to the secondary document, the Three Party Assignment And Security Agreement, are as follows:

Assignee: The First National Bank of Maryland  
25 South Charles Street  
Baltimore, Maryland 21201

GEBHARDT & SMITH

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Assignor: Marvin H. Weiner  
#3 Hill Street at Prospect Road  
Mt. Airy, Maryland 21771-0417

Debtor: Cryo-Trans, Inc.  
#3 Hill Street at Prospect Road  
Mt. Airy, Maryland 21771-0417  
Attn: Marvin H. Weiner

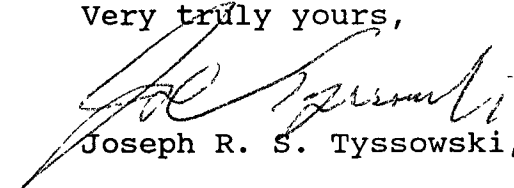
A description of the property covered by the Security Agreement and the Three Party Assignment And Security Agreement is as follows: all those nineteen (19) sixty foot railroad boxcars with reporting marks CRYX 1204 through 1222, inclusive.

A fee of \$15.00 is enclosed. Please return the originals and any extra copies not needed by the Commission for recordation to Joseph R.S. Tyssowski, Jr., Gebhardt & Smith, The World Trade Center, 9th Floor, Baltimore, Maryland 21202 (301-385-5044).

A short summary of the primary document to appear in the index is as follows: "Security Agreement between Marvin H. Weiner #3 Hill Street at Prospect Road, Mt. Airy, Maryland 21771-0417 as Secured Party, and Cryo-Trans, Inc., #3 Hill Street at Prospect Road, Mt. Airy, Maryland 21771-0417, Attn: Marvin H. Weiner as Debtor, dated October 10, 1989 and covering nineteen (19) boxcars."

A short summary of the secondary document to appear in the index is as follows: Assignment of Security Interest between Marvin H. Weiner, #3 Hill Street at Prospect Road, Mt. Airy, Maryland 21771-0417, as Assignor, The First National Bank of Maryland, 25 S. Charles Street, Baltimore, Maryland, 21201, Attn: Joanne Towers, as Assignee and Cryo-Trans, Inc., #3 Hill Street at Prospect Road, Mt. Airy, Maryland, 21771-0417, Attn: Marvin H. Weiner as Debtor, dated October 10, 1989 and covering nineteen (19) boxcars and connected to the Security Agreement dated October 10, 1989 by and between Marvin H. Weiner and Cryo-Trans, Inc.

Very truly yours,



Joseph R. S. Tyssowski, Jr.

JRST:bas  
Enclosures

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**THREE-PARTY ASSIGNMENT**  
**AND SECURITY AGREEMENT**

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INTERSTATE COMMERCE COMMISSION

By And Between

**CRYO-TRANS, INC.,**  
A Maryland Corporation

Debtor

And

**MARVIN H. WEINER,**

Assignor

And

**THE FIRST NATIONAL BANK OF MARYLAND,**  
A National Banking Association

Lender

Date: October 10, 1989

**THREE-PARTY**  
**ASSIGNMENT AND SECURITY AGREEMENT**

THE THREE-PARTY ASSIGNMENT AND SECURITY AGREEMENT (hereafter, this "ASSIGNMENT") is made and entered into this 10<sup>th</sup> day of October, 1989, by and between CRYO-TRANS, INC., a Maryland corporation (hereafter, the "DEBTOR"); MARVIN H. WEINER (hereafter, the "ASSIGNOR"); and THE FIRST NATIONAL BANK OF MARYLAND, a national banking association (hereafter, the "LENDER").

**RECITALS**

a. The LENDER has extended a credit accommodation to the ASSIGNOR in the maximum principal amount of One Million Two Hundred Thirty-Five Thousand Dollars (\$1,235,000.00) (hereafter, the "ASSIGNOR LOAN") pursuant to the terms of a Promissory Note, Loan And Security Agreement and other related documents of even date herewith (hereafter, the "ASSIGNOR LOAN DOCUMENTS") for the purpose of allowing the ASSIGNOR to make a loan to the DEBTOR. The ASSIGNOR has extended a loan (hereafter, the "LOAN") to the DEBTOR pursuant to a Promissory Note of even date herewith from the DEBTOR to the order of the ASSIGNOR in the principal amount of One Million Two Hundred Thirty-Five Thousand Dollars (\$1,235,000.00), a Security Agreement of even date herewith by and between the DEBTOR and the ASSIGNOR and other related loan documents of even date herewith (collectively, the "LOAN DOCUMENTS").

b. To secure the payment and performance of all of the ASSIGNOR'S obligations and debts owing by the ASSIGNOR to the LENDER under the ASSIGNOR LOAN DOCUMENTS (hereafter, collectively, the "OBLIGATIONS"), the ASSIGNOR has agreed to assign and endorse to the LENDER and to grant a security interest to the LENDER, in and to all of the ASSIGNOR'S right, title, interest, powers and privileges in the LOAN and in the LOAN DOCUMENTS and all benefits thereof and rights thereunder.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1     Assignment And Grant Of Security Interest. To secure the prompt and complete satisfaction of the OBLIGATIONS, the Assignor, on the terms and conditions herein set forth, hereby assigns and transfers, and conveys to the LENDER, its successors and assigns, with full recourse, and grants to the LENDER, its successors and assigns, a continuing first priority security interest, in all of the ASSIGNOR'S right, title, interest, powers and privileges in, under, and to the LOAN, and the LOAN DOCUMENTS,

including, but not limited to, any and all collateral and security referred to in the LOAN DOCUMENTS and all benefits and rights thereunder, and all remedies and enforcement powers thereunder and all proceeds, funds and moneys obtained as a result thereof. NOTHING CONTAINED IN THIS ASSIGNMENT SHALL BE DEEMED TO CONFER ANY OBLIGATIONS UPON THE LENDER TO ADVANCE ANY SUMS TO THE DEBTOR UNDER THE LOAN DOCUMENTS OR TO OBLIGATE THE LENDER TO THE DEBTOR IN ANY WAY UNDER THE LOAN DOCUMENTS.

Section 2     Representations And Warranties. To induce the LENDER to continue to provide credit accommodations to the ASSIGNOR, each of the ASSIGNOR and DEBTOR unconditionally and severally represents and warrants to the LENDER, in each case solely in respect to the matters set forth below relating to it, that:

a. No indebtedness owed to the ASSIGNOR by the DEBTOR is in default;

b. There are no defenses, set-offs, or counterclaims which prevent or offset collection of any indebtedness owed by the DEBTOR to the ASSIGNOR;

c. The ASSIGNOR has not made and will not make any other assignment, pledges, transfers or hypothecation of the LOAN DOCUMENTS;

d. The terms of the LOAN DOCUMENTS have not been waived, modified or altered in any respect or manner;

e. The execution by the ASSIGNOR of this Assignment and the performance of its obligations hereunder will not cause the ASSIGNOR to be in violation of any applicable statute, ordinance, rule or regulation, or any provision of any agreement, contract, or other written instrument;

f. This ASSIGNMENT has been duly and validly executed and delivered by the ASSIGNOR to the LENDER and constitutes the legal, valid and binding obligation of the ASSIGNOR, enforceable in accordance with the terms hereof;

g. The ASSIGNOR'S security interests and liens established under the LOAN DOCUMENTS constitute perfected security interests and liens in the collateral described therein;

h. The LOAN DOCUMENTS constitute the legal, valid and binding obligation of the DEBTOR and are enforceable in accordance with all stated terms.

Section 3      Covenants And Agreements.      The ASSIGNOR covenants and agrees with the LENDER as follows:

a.      The ASSIGNOR will not enter into any agreement modifying, amending or terminating the LOAN DOCUMENTS without the prior written express consent of the LENDER which consent shall not be unreasonably withheld;

b.      In order to perfect the security interests created by this ASSIGNMENT, the ASSIGNOR shall deliver to the LENDER any and all security agreements, financing statements and other writings as reasonably deemed necessary by the LENDER from time to time for such purpose;

c.      The ASSIGNOR will deliver to the LENDER the original LOAN DOCUMENTS and shall promptly cause all public filings which have been filed or are to be filed to reflect the ASSIGNOR'S security interest and liens under the LOAN DOCUMENTS to be unconditionally assigned of public record to the LENDER;

d.      The ASSIGNOR will from time to time execute and deliver such other and further documents and take such further additional actions as may be required by the LENDER to carry out the purposes of this ASSIGNMENT. In the event the ASSIGNOR fails to execute any such document or take any such action within five (5) business days after written demand from the LENDER requesting the execution of such document or the taking of such action the ASSIGNOR shall and does hereby appoint irrevocably LENDER as its attorney-in-fact, with power of substitution, in the name of LENDER or in the name of the ASSIGNOR or otherwise, for the use and benefit of LENDER to take any action and execute any instruments which such attorney-in-fact may deem necessary or advisable to accomplish the purpose of this ASSIGNMENT; and

e.      The ASSIGNOR shall delivery to the LENDER the originals of all LEASES (as that term is defined in the LOAN DOCUMENTS) promptly upon receipt by the ASSIGNOR.

Section 4      Enforcement Of Loan Documents.      Upon the occurrence of any event of default under the LOAN DOCUMENTS, ASSIGNOR shall promptly give to the LENDER written notice of such default and shall immediately, upon the written request of the LENDER, proceed to enforce the LOAN DOCUMENTS in accordance with all stated terms and by whatever procedures are authorized by law, for the benefit of the LENDER but at the ASSIGNOR'S sole cost and expense. All non-cash proceeds realized upon any disposition of the collateral covered by the LOAN DOCUMENTS shall be pledged to the LENDER as additional security for all existing and thereafter incurred OBLIGATIONS, provided, however, that the ASSIGNOR shall not make any dispositions of collateral on terms other than cash

without the prior written consent of the LENDER. The LENDER may, at its sole option, directly proceed to enforce the LOAN DOCUMENTS in its own name, or in the name of the ASSIGNOR, for the benefit of the LENDER, but at the sole expense of the ASSIGNOR, and the ASSIGNOR shall thereupon cease any effort to enforce the LOAN DOCUMENTS except as it may be directed by the LENDER. All legal expenses incurred by the LENDER in connection with any effort by it to exercise any right or remedy contained in the LOAN DOCUMENTS shall be chargeable to the ASSIGNOR'S account with the LENDER and shall form a part of the OBLIGATIONS. The ASSIGNOR agrees that the LENDER may compromise, extend, renew or modify the terms of the LOAN DOCUMENTS or any indebtedness secured thereby as the LENDER, in its sole and absolute discretion, reasonably deems necessary, expedient or advisable, without any liability on the part of the LENDER and without in any way affecting or releasing any liability of the ASSIGNOR to the LENDER.

Section 5 Events Of Default. The occurrence of any one or more of the following events (hereafter, referred to as an "EVENT OF DEFAULT") shall constitute a default hereunder:

a. If a default should exist or occur under any document or agreement executed by the ASSIGNOR evidencing or securing the OBLIGATIONS and such default is not cured within any applicable stated grace or cure period;

b. If ASSIGNOR shall fail to perform, comply with or observe any of the terms, conditions, or covenants of this ASSIGNMENT and such failure continues for a period of five (5) business days after notice thereof by the LENDER;

c. If a default should exist or occur under the LOAN or the LOAN DOCUMENTS and such default is not cured within any applicable stated grace or cure period; or

d. If any representation or warranty contained herein shall prove to be false or incorrect in any material respect on the date as of which made.

Section 6 Rights And Remedies. If any EVENT OF DEFAULT shall occur, then in each and every such case, the LENDER at its option may, but is not obligated to, at any time thereafter exercise or enforce any or all of the following rights and remedies:

a. Declare the LOAN immediately due and payable; and/or

b. Declare all OBLIGATIONS immediately due and payable; and/or

c. Proceed to protect or enforce its rights by an action or actions at law or in equity or by any other appropriate proceedings, whether for the specific performance of any of the covenants herein contained, or of any other agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise or execution of any right, remedy or power granted herein or by law.

Section 7 Amendments And Modifications. Neither the ASSIGNOR nor the DEBTOR shall consent to any waiver, modification or cancellation of any of the terms or provisions of the LOAN DOCUMENTS without the prior written consent of the LENDER.

Section 8 Binding Nature. This ASSIGNMENT shall inure to the benefit of the LENDER and the LENDER'S successors and assigns and shall be binding upon the ASSIGNOR, the DEBTOR, and the ASSIGNOR'S and DEBTOR'S respective personal representatives, successors and assigns. This ASSIGNMENT may not be waived, modified or altered other than by a written agreement signed by each of the parties hereto.

Section 9 Choice Of Law. The laws of the State of Maryland shall strictly govern the rights and obligations of the parties to this ASSIGNMENT and all other LOAN DOCUMENTS, and the interpretation and construction and enforceability thereof and any and all issues relating to the transactions contemplated herein. The DEBTOR consents to the jurisdiction and venue of the courts of any county of the State of Maryland and to the courts of the City of Baltimore, Maryland as well as to the venue and jurisdiction of the United States District Court for the District of Maryland if suit is filed by the LENDER or any successor thereto, to enforce, interpret, or construe the LOAN DOCUMENTS.

Section 10 Waiver Of Jury Trial. All parties to this ASSIGNMENT agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party on or with respect to this ASSIGNMENT or any LOAN DOCUMENT or any other document or which in any way relates, directly or indirectly, to the LOAN, or the OBLIGATIONS, or any event, transaction, or occurrence arising out of or in any way connected with the LOAN, or any of the OBLIGATIONS, or the dealings of the parties with respect thereto shall be tried only by a court, and not by a jury. Each party hereby expressly waives any and all rights to a trial by jury in any such suit, action, or proceeding. The DEBTOR and the ASSIGNOR acknowledge and agree that this provision is a specific and material aspect of the agreement between the parties and that the LENDER would not enter into the subject transactions, if this provision were not part of this ASSIGNMENT.



IN WITNESS WHEREOF, the parties have executed this ASSIGNMENT with the intention of creating an instrument under seal as of the date first written above.

WITNESS/ATTEST:

Mary E. Mundy

THE DEBTOR:

CRYO-TRANS, INC.

By: Marvin H. Weiner (SEAL)  
Marvin H. Weiner,  
President

Date: October \_\_, 1989

Mary E. Mundy

THE ASSIGNOR:

Marvin H. Weiner (SEAL)  
MARVIN H. WEINER

Date: October \_\_, 1989

THE LENDER:

THE FIRST NATIONAL BANK OF MARYLAND,  
A National Banking Association

Joanne T. Berger

By: Joanne Towers (SEAL)  
Joanne Towers,  
Vice President

Date: October 10, 1989

**ACKNOWLEDGEMENTS**

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 6<sup>th</sup> day of October, 1989, before me, the undersigned Notary Public of the State of Maryland, personally appeared Marvin H. Weiner, and acknowledged himself to be the President of CRYO-TRANS, INC., a MD Corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the CRYO-TRANS, INC., by himself as President.

IN WITNESS MY Hand and Notarial Seal.

Mary E. Mundy (SEAL)  
NOTARY PUBLIC

My Commission Expires:  
July 1, 1990

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 6<sup>th</sup> day of October, 1989, before me, the undersigned Notary Public of the State of Maryland, personally appeared MARVIN H. WEINER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS MY Hand and Notarial Seal.

Mary E. Mundy (SEAL)  
NOTARY PUBLIC

My Commission Expires:  
July 1, 1990

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 10 day of October, 1989, before me, the undersigned a Notary Public of the State of Maryland, personally appeared Joanne Towers, who acknowledged herself to be a Vice President of THE FIRST NATIONAL BANK OF MARYLAND, a national banking association, and acknowledged that she, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of THE FIRST NATIONAL BANK OF MARYLAND by herself as Vice President.

IN WITNESS MY Hand and Notarial Seal.

 (SEAL)  
NOTARY PUBLIC

My Commission Expires:  
July 1, 1990

I have compared this copy with the original and have found this copy to be complete and identical in all respects to the original document.

Beth A. Solley SEAL  
Notary Public

My Commission Expires:  
July 1, 1990

